

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

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\*ALSO ADMITTED IN NEW YORK  
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RECORDATION NO. 14742-J

FILED 14742-J

MAY 9 1990 11:55 AM

May 9, INTERSTATE COMMERCE COMMISSION

0-129A012

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are an original and copy of an Addendum No. 3 to Amended and Restated UCC Security Agreement (executed by the parties thereto on April 6 and 30, 1990), a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Amended and Restated UCC Security Agreement dated April 30, 1989, which was duly filed and recorded on May 26, 1989 at 12:30 p.m. under Recordation Number 14742-G.

The names and addresses of the parties to the enclosed document are:

Secured Party: Westinghouse Credit Corporation  
P.O. Box 819070  
Dallas, Texas 75381

Debtor: Inman Service Company, Inc.  
115 North Main Street  
Baytown, Texas 77520

A description of the railroad equipment covered by the enclosed document is:

One (1) EMD Model SW-1, 98-ton Locomotive  
bearing Road Number 9140 and Serial Number 901.

MAY 9 11:40 AM '90  
NOTICE OF RECORDING UNIT

*C. County*  
*Ch. Kappler*

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
May 9, 1990  
Page Two

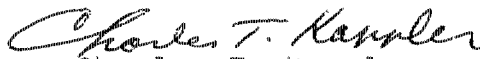
Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Addendum No. 3 to Amended and Restated UCC  
Security Agreement covering 1 EMD Model SW-1  
locomotive, Road Number 9140 and Serial Number  
901.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

RECORDATION NO. 147429  
MAY 9 1990 -11 55 AM  
INTERSTATE COMMERCE COMMISSION

ADDENDUM NO. 3  
TO AMENDED AND RESTATED UCC SECURITY AGREEMENT

This Addendum No. 3 to Amended and Restated UCC Security Agreement is made and entered into by and between Westinghouse Credit Corporation, hereinafter called "WCC" and Inman Service Company, Inc., a Texas corporation, hereinafter called "Debtor."

WHEREAS WCC and Debtor entered into an Amended and Restated UCC Security Agreement, executed on April 30, 1989, and effective October 1, 1988, (the "Agreement") which was duly recorded with the Interstate Commerce Commission on the 26th day of May, 1989, at 12:30 o'clock p.m., bearing Recordation No. 14742-G and;

WHEREAS WCC and Debtor desire to add additional railroad equipment to be covered by the Agreement as additional inventory collateral, to wit: one (1) EMD model SW-1, 98-ton, Locomotive Road No. 9140, Serial No. 901 with the present location of 115 North Main Street, Baytown, Texas, ("the Additional Equipment"), it is agreed as follows:

NOW THEREFORE this Addendum No. 3 to the Agreement covers and Debtor hereby grants a security interest to WCC in all of the right, title and interest of Debtor in and to the Additional Equipment together with all accessions or substitutions therefore and all products or proceeds thereof:

A. The Additional Equipment whether held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business and all accessions and appurtenances thereto, and all renewals or replacements of or substitutions of any of the foregoing ("the Additional Equipment") and all accounts, chattel paper and general intangibles for any of the foregoing;

B. All leases, rents, profits, revenues, income or other benefits derived from the Additional Equipment,

inclusive of the locomotive lease portion of any rail car switching agreement between Debtor and its customers and including, without limitation, cash or securities deposited pursuant to leases to secure performance by lessees of their obligations thereunder;


C. All leases covering any of the Additional Equipment, whether written or verbal, now existing or hereafter made, and all renewals, extensions, amendments and modifications thereof, including without limitation the lease identified as

Lessee: (No Lessee at this time);  
Address: \_\_\_\_\_;  
Lease Term: \_\_\_\_\_;

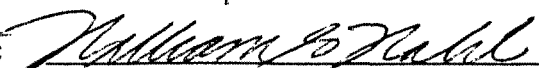
D. All proceeds arising from or by virtue of the sale or the disposition of any of the foregoing.

Debtor hereby reaffirms the Agreement and acknowledges that the Agreement is in all things legal, valid and a binding obligation of Debtor, enforceable in accordance with its terms. Debtor agrees that this Addendum shall not effect or impair the Agreement or the security interests granted therein and that the security interest shall not in any manner be waived, released or extinguished. All of the security interests granted in the Agreement are hereby acknowledged to be valid and subsisting. Debtor agrees that all provisions of the Agreement shall be and remain in full force and effect.

INMAN SERVICE COMPANY, INC.

By:   
R. C. Inman, President

WESTINGHOUSE CREDIT CORPORATION

By:   
Name: William G. Wahl  
Title: Division Portfolio Manager

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6 day of April, 1990, by R. C. Inman, President of INMAN SERVICE COMPANY, INC., a Texas corporation, on behalf of said Corporation.

Donna Hilsmeier  
Name: DONNA HILSMEIER  
Notary Public, State of TEXAS

THE STATE OF PENNSYLVANIA §  
§  
COUNTY OF ALLEGHENY §

This instrument was acknowledged before me on the 30th day of April, 1990, by William E. WAHL, DIVISION PORTFOLIO MANAGER of WESTINGHOUSE CREDIT CORPORATION, a corporation, on behalf of said Corporation.

Denise Frances Jessop  
Name: DENISE FRANCES JESSOP  
Notary Public,  
State of PENNSYLVANIA

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Notarial Seal  
Denise Frances Jessop, Notary Public  
Green Tree Boro, Allegheny County  
My Commission Expires Oct. 28, 1991  
Member, Pennsylvania Association of Notaries